



BOARD OF SELECTMEN

CALENDAR FOR THURSDAY, NOVEMBER 17, 2016 BROOKLINE HIGH SCHOOL ROOM 209

- Neil Wishinsky-
Chairman
- Nancy A. Daly
- Benjamin J. Franco
- Nancy S. Heller
- Bernard W. Greene
- Melvin A. Kleckner –
Town Administrator

1. **OPEN SESSION**

6:00 P.M. Question of whether the Board of Selectmen shall enter into Executive Session for the purpose of discussing strategy with respect to litigation in the matter of Town of Brookline et al v. MassDevelopment et al.

2. **PROPOSED EXECUTIVE SESSION
LITIGATION**

For the purpose of discussing strategy with respect to litigation in the matter of Town of Brookline et al v. MassDevelopment et al.

3. **ANNOUNCEMENTS/UPDATES**

6:30 P.M. Selectmen to announce recent and/or upcoming Events of Community Interest.

4. **PUBLIC COMMENT**

Public Comment period for citizens who requested to speak to the Board regarding Town issues not on the Calendar.

Up to fifteen minutes for public comment on matters not appearing on this Calendar shall be scheduled each meeting. Persons wishing to speak may sign up in advance beginning on the Friday preceding the meeting or may sign up in person at the meeting. Speakers will be taken up in the order they sign up. Advance registration is available by calling the Selectmen's office at 617-730-2211 or by e-mail at SOrsini@brooklinema.gov. The full Policy on Public Comment is available at <http://www.brooklinema.gov/376/Meeting-Policies>

5. **MISCELLANEOUS**

Approval of miscellaneous items, licenses, vouchers, and contracts.

- A. **Question of accepting a grant in the amount of \$2,605.00 from Massachusetts Department of Environmental Protection (MassDEP) to acquire one electric vehicle charging station under the Massachusetts Electric Vehicles Incentive Program: Workplace Charging (MasseVIP).**

6. **CALENDAR**

Review and potential vote on Calendar Items

7. **WARRANT ARTICLES**

Question of reconsidering the Board's vote on the following Warrant Articles:

Article 28 DICR amendments

8. **WARRANT ARTICLES**

Further review and possible reconsideration of the Board's vote on Warrant Articles for the November 15, 2016 Special Town Meeting.

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals who need auxiliary aids for effective communication in programs and services of the Town of Brookline are invited to make their needs known to Lloyd Gellineau, Town of Brookline, 11 Pierce Street, Brookline, MA 02445. Telephone (617) 730-2328; TDD (617) 730-2327; or e-mail at Lgellineau@brooklinema.gov



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

November 1, 2016

Mr. Neil Wishinsky
Town of Brookline
333 Washington Street
Brookline, MA 02445

Dear Mr. Wishinsky,

The Massachusetts Department of Environmental Protection (MassDEP) is pleased to announce that the Town of Brookline has been awarded a grant of \$2,605.00 to acquire one electric vehicle charging station under the Massachusetts Electric Vehicles Incentive Program: Workplace Charging (MassEVIP) at the following location(s):

- 333 Washington Street, Brookline, MA.

To complete the grant acceptance, you will need to sign and return the attached End-User Agreement within **15** days of receipt. You are also encouraged to sign and return to MassDEP the Transportation & Climate Initiative Statement of Support found as Attachment C of the End-User agreement. MassDEP will execute the agreement and return a scanned copy for your records. Once the executed agreement is returned to you, Town of Brookline is authorized to proceed with the acquisition and installation of the electric vehicle charging station. An Incentive Payment Request form will be sent with the executed End-User Agreement that must be completed and signed, upon completion of the installation, by both you the Grantee and the charging station Vendor representative. Please note you have up to 180 calendar days from the execution of the end-user agreement to complete the acquisition and installation of the electric vehicle charging station.

MassDEP recognizes that the technical, financial, and time requirements for each Vendor and Grantee are different and site specific. Keeping this in mind MassDEP is offering two options for disbursement of the incentive.

Option 1:

The Grantee submits payment to the vendor in full and is reimbursed by MassDEP upon the charging stations being installed and operational.

Option 2:

The Grantee enters into an agreement with the Vendor that the charging stations will be installed within the timeframe specified by the Vendor. If the charging stations are installed in the agreed upon timeframe the incentive is provided directly to the vendor and the Grantee is responsible for the balance. If, however, the charging station is NOT installed in the specified timeframe, the Vendor, as agreed upon, will request full payment from the Grantee. The Grantee will then be reimbursed by MassDEP once the charging stations are installed and operational.

Once the electric vehicle charging station is installed, please forward a copy of the final invoice showing line item charges for the charging station you are acquiring under MassEVIP (see enclosed template), also include invoice from the installing vendor (i.e. electrician), if different than the Vendor you are purchasing the charging station from, along with the Incentive Payment Request Form. MassDEP will use the information on the invoice and the Payment Request Form to direct the incentive to the appropriate payee (Vendor or you as the grant recipient).

Please note that the MassEVIP: Workplace Charging Program requires that the End User Agreement be fully executed prior to the purchase or installation of the charging station.

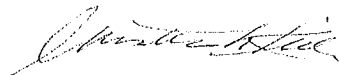
Please mail all documents to the following address:

MassDEP
Attn: Sejal P. Shah
One Winter Street, 6th Floor
Boston, MA 02108

On behalf of Commissioner Suuberg, I want to congratulate Town of Brookline for taking this important step to making Massachusetts a regional leader in deploying electric vehicle charging equipment and helping the Commonwealth achieve its ambitious climate goals.

If you have any questions or comments regarding MassEVIP and/or the awarded incentives please contact Ms. Sejal Shah at (617) 556-1015 or at sejal.shah@state.ma.us.

Sincerely,



Christine Kirby, Division Director
Air and Climate Programs
Bureau of Waste Prevention

Enclosures: End-User Agreement
 Charging Station Final Invoice Template

**COMMONWEALTH OF MASSACHUSETTS
AGREEMENT BETWEEN MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND TOWN OF BROOKLINE**

This Agreement is entered into by the Commonwealth of Massachusetts, acting through the Massachusetts Department of Environmental Protection ("MassDEP") and Town of Brookline (the "Grantee") for the purpose of increasing the use and visibility of electric vehicle infrastructure within the Commonwealth of Massachusetts (the "Agreement").

MassDEP is charged with the implementation and oversight for the Massachusetts Electric Vehicle Incentive Program ("MassEVIP"), which is authorized to distribute funds made available to Massachusetts under the authority of the terms of a Federal Consent Decree between the United States of America, et al. and American Electric Power Service Corp., et al. (S.D. Ohio, Eastern Div., C.A. Nos. C2-99-1250; C2-99-1182; C2-05-360; C2-04-1098). Town of Brookline has been deemed qualified to be a recipient of MassEVIP funding for "Workplace Charging," for the purpose of acquiring Level 1 and/or Level 2 charging stations, in an amount not to exceed \$2,605.00, as referenced in the attached application.

By accepting the benefits of MassEVIP funding, the Grantee expressly agrees, through the execution of this Agreement, to be bound by the following Terms and Conditions and other requirements set forth in Attachments A through D, that are expressly incorporated herein by reference:

- Attachment A: Terms and Conditions
- Attachment B: MassEVIP: Workplace Charging Program Application
- Attachment C: Statement of Support for the Deployment of Electric Vehicles
- Attachment D: Parking Signage

The undersigned representatives certify that they are fully authorized to enter into the Agreement, including without limitation the attached Terms and Conditions, and to legally bind the party on whose behalf they are signing this Agreement.

This Agreement shall become effective on the date that it is executed by MassDEP.

IN WITNESS THEREOF, the parties hereby execute this Agreement.

TOWN OF BROOKLINE

By: _____
Print Name:
Print Title:

Date: _____

COMMONWEALTH OF MASSACHUSETTS

By: _____
Bawa Wavezwa, Director of Fiscal Management
Massachusetts Department of Environmental Protection

Date: _____

ATTACHMENT A**TERMS AND CONDITIONS**

By accepting the benefits of the Massachusetts Electric Vehicle Incentive Program: Workplace Charging (MassEVIP) funding, Town of Brookline (the "Grantee") agrees that it will comply with all Terms and Conditions set forth below and assumes responsibility for all requirements under the laws of the Commonwealth regarding ownership of electric vehicle (EV) charging station equipment. Grantee acknowledges that, from time to time as deemed necessary, MassDEP may make minor changes in the implementation of MassEVIP, including periodic updates to the list of MassEVIP Charging Station vendors available for use by public and/or non-profit grantees as provided on the program webpage (<http://www.mass.gov/eea/agencies/massdep/air/grants/workplace-charging.html>); private grantees may use these vendors or the vendor(s) of their choice.

1. **MassEVIP: Workplace Charging Program Eligibility**

Grantee must meet the following criteria to be eligible to accept the MassEVIP: Workplace Charging Program grant:

- Provide funding to match 50% of the cost of EV charging station(s) hardware, equivalent to MassEVIP funding;
- Install EV charging station(s) that can charge EVs produced by multiple manufacturers;
- Demonstrate adequate power supply (or the intent and the ability to upgrade power supply as needed prior to EV charging station(s) installation).
- Assume all costs associated with installation, labor and material for the EV charging station(s) and any costs associated with power supply, data plans, warranty and/or service/maintenance plans, and shipping charges;
- Install the EV charging station(s) on real property that it owns or leases and that is the site of employment of 15 or more persons in a non-residential place of business, and
- Allow access to and use of EV charging station(s) by all employees.

2. **MassEVIP Electric Vehicle Supply Equipment (EVSE) Acquisition**

MassDEP hereby approves the MassEVIP application as provided in Attachment B. In the event that the Grantee wishes to amend its choice of make, model or number of EV charging stations, Grantee must notify MassDEP in writing of any changes to the original application as set forth in Attachment B and receive written approval from MassDEP prior to execution of the purchase agreement with the vendors for the MassEVIP-funded charging station(s). No changes to the make, model or number of charging stations will be permitted after the execution of the purchase agreement.

Grantee has up to 180 calendar days following the execution date of this Agreement to complete the acquisition and installation of the Level 1 and/or Level 2 charging station(s) in accordance with the terms and conditions of its application as approved by MassDEP and the

Agreement. Grantee must notify MassDEP in writing within 30 days prior to the end of the 180 day period if the MassEVIP-funded charging station installation will not occur within 180 days following the execution date of this agreement.

3. MassEVIP Funding Payment

The Grantee is required to submit all necessary documentation to MassDEP for MassEVIP funding payment within 90 days following the installation of the Level 1 and/or Level 2 charging station(s). MassDEP reserves the right to refuse payment if Grantee fails to submit timely documentation.

4. Insurance Coverage for MassEVIP Station

As required under the laws of the Commonwealth, adequate property and casualty insurance coverage for each MassEVIP station must be provided by the Grantee through third party coverage. The Grantee must provide proof of such coverage to MassDEP upon request.

5. Ownership of MassEVIP Station

The Grantee acknowledges that the Grantee becomes the owner of the MassEVIP-funded charging station(s) following its execution of the acquisition agreement for the charging station with a charging station vendor. In the event that the Grantee is unwilling and/or unable to accept the MassEVIP-funded charging station(s) after the vendor has ordered the station(s), Grantee agrees to be fully responsible for the payment of any costs incurred by the vendor as a result of the Grantee's failure to accept the charging station(s), including, without limitation, shipping costs and return fees. For purposes of this paragraph, the vendor is deemed to have "ordered" or "placed the order" when vendor pays any portion of the purchase price of the charging station to the charging station manufacturer. In the event that Grantee is unwilling and/or unable to accept the charging station after the vendor has placed such order, Grantee agrees to inform MassDEP in writing of its non-acceptance of the charging station(s) within fourteen (14) calendar days of Grantee's notification of non-acceptance of the charging station(s) to the vendor. Vendor is required to work cooperatively with MassDEP and/or Grantee to identify alternative recipients for the charging stations(s) and thereby recover costs for the unaccepted purchase; however, Grantee agrees to be fully responsible for any such costs incurred by vendor that vendor is unable to recover within six months of the date of Grantee's written notice to MassDEP of its non-acceptance of the charging station(s).

6. Statement of Support

The Grantee is encouraged to complete the Statement of Support for the Transportation Climate Initiative's (TCI) Pledge for the Deployment of Electric Vehicles (Attachment C) that shows a commitment to transition to a clean energy economy, reduce greenhouse gas emissions, and increase the visibility of advanced technology vehicles in communities across the state. The Grantee is also encouraged to utilize the available TCI resources to make their business EV-ready (<http://www.transportationandclimate.org/northeast-electric-vehicle-network-documents>).

7. Promotion of EV Charging Station(s)

The Grantee agrees to promote the EV charging station(s) to employees, visitors and general public (if applicable) via various marketing strategies throughout the minimum period of thirty-six months as noted in Section 9 below. Availability of Workplace Charging should be

made known to employees through signage and email messaging in the first month of the thirty-six month period. Other marketing strategies may include but are not limited to: Ride and Drive events as noted in Section 8 below, education for interested employees on the proper operation of the EV charging station(s), flyers, internal/external WebPages, etc.

8. Ride and Drive

The Grantee is encouraged to conduct an electric vehicle "Ride and Drive" event at their facility. A Ride and Drive event provides a hands-on driving experience for consumers who are unfamiliar with electric vehicles and showcases how electric vehicles can reduce oil consumption, pollution, and fuel and maintenance expenses. The Grantee is encouraged to utilize the following on-line resource when conducting a Ride and Drive event:
<http://www.advancedenergy.org/portal/ncpev/resources/RideandDriveKit.pdf>.

9. Minimum Period to Operate MassEVIP EVSE

The Grantee agrees to operate the MassEVIP-funded charging station(s) for a minimum of thirty-six (36) months following the date of installation of the charging station pursuant to the terms of Sections 1 and 2 above and the terms of the application (Attachment B) as approved by MassDEP, unless the charging station is sold, transferred, or disposed of in accordance with the procedures set forth in Section 10 below, or removed from active service in accordance with the procedures set forth in Section 11 below.

10. Assignment, Sale, Transfer

No Assignment/Sale/Transfer/Relocation without Prior MassDEP Notice and Approval. As a condition of its receipt of funding under MassEVIP, the Grantee acknowledges that it may not transfer its rights or obligations under this Agreement to another entity, or assign, sell or transfer Grantee assets in a transaction that would include transfer of the MassEVIP-funded charging station(s) that are the subject of this Agreement, without providing prior written notice and obtaining approval from MassDEP, in accordance with the provisions of this section. In issuing a decision on the Grantee's request for assignment, sale, transfer or relocation, MassDEP will seek to further the Commonwealth's goals in establishing the Workplace Charging Program, including that of reducing greenhouse gas emissions within the borders of the Commonwealth. If the Grantee proposes to assign, sell, or transfer the MassEVIP-funded charging station(s) subject to this Agreement prior to the end of the thirty-six (36) month term referenced in Section 9 above, the Grantee must comply with the following requirements:

- a) Grantee Notification to New Entity: Upon agreeing to the assignment, sale or transfer of the MassEVIP-funded charging station(s) to a New Entity, the Grantee must provide the New Entity with a copy of this agreement and of its obligation to notify MassDEP in writing of its intention to comply with and to sign the Agreement with respect to all MassEVIP-funded charging station(s) that are the subject of the assignment, sale, or transfer in accordance with Section 10(c) below.
- b) Grantee Notice, Contents and Certification: At least thirty (30) calendar days in advance of the date of a proposed assignment, sale, or transfer, the Grantee shall provide MassDEP with written notice ("Grantee Notice") of the

transaction. Grantee Notice to MassDEP shall include the following information:

- a) The identity, principal place of business, local address where the MassEVIP station(s) will be relocated, and principal contact for the New Entity to whom the Grantee will be assigning/transferring the MassEVIP-funded charging station(s) and/or this Agreement as part of the transaction;
 - b) The date on which the assignment/transfer will occur, together with a brief description of the transaction;
 - c) A list of all MassEVIP-funded charging station(s), by make and model number that are subject to this Agreement that will be transferred as part of the transaction;
 - d) A certification by the Grantee that it has provided the New Entity with the following: (a) a copy of this Agreement; (b) a list of all MassEVIP-funded charging stations that are subject to this Agreement; and (c) a notice to the New Entity of its obligation to notify MassDEP in writing of its intention to comply with the Agreement with respect to all MassEVIP-funded charging station(s) or that are subject of the assignment, sale or/transfer.
- c) New Entity Notice, Contents and Certification: At least fourteen (14) days in advance of the date of the proposed assignment/transfer, the New Entity shall provide MassDEP with a written notice ("New Entity Notice") which states that: (1) it has received a copy of the Agreement; (2) it has received a list of all MassEVIP station(s) by make and model number that are subject to this Agreement; and (3) the New Entity certifies that it will take assignment of and comply with all Terms and Conditions of the Agreement with respect to all MassEVIP-funded charging stations that are the subject of the assignment, sale, or transfer.
- d) MassDEP Review and Approval: Upon receipt of the Grantee Notice and the New Entity Notice as provided above, MassDEP will review both Notices and will provide Grantee and the New Entity with its written determination regarding the assignment, sale or transfer of the MassEVIP-funded charging station(s) and/or the Agreement within five (5) business days of receipt of both Notices. MassDEP reserves the right under this section to either (a) seek additional information from Grantee and/or the New Entity regarding the assignment, sale or transfer of the MassEVIP-funded charging station(s) subject to this Agreement in order to make an informed determination; and/or (b) deny the assignment, sale or transfer of the MassEVIP-funded charging station(s) to the New Entity. If the denial is based on the rationale that either of the Notices has incomplete, inaccurate or misleading information, Grantee and/or New Entity will each have fourteen (14) days from the date of MassDEP's denial of the assignment, sale or transfer of the MassEVIP-funded charging station(s) to provide complete and accurate information to MassDEP.

- e) Notwithstanding any of the foregoing, Grantee (or its title holding affiliate) shall have the right to sell the mortgage, lease or otherwise deal with the property on which the MassEVIP-funded charging station(s) are located without MassDEP approval. However, if Grantee transfers to a new owner any ownership interest of the real property on which the MassEVIP-funded charging station(s) are located prior to the end of the thirty-six (36) month Minimum Time Period detailed in Section 9 above, and this new owner does not assume ownership and responsibility for the MassEVIP-funded charging station(s) as a New Entity in accordance with the provisions of this Section 10(a) to 10(d), Grantee shall be deemed to be in non-compliance with this Agreement and is subject to the MassDEP enforcement actions provided in Section 18 below.

11. Removal from Service

- a) If Grantee proposes to remove from active service any MassEVIP-funded charging station(s) subject to this Agreement prior to the end of the thirty-six (36) month term referenced in Section 9 above, Grantee must comply with the following requirements: Grantee must request approval from MassDEP in writing at least thirty (30) days in advance of the expected action, and specify the manner in which the MassEVIP-funded charging station(s) would be removed from active service and the reasons for such removal.
- b) If MassDEP approves Grantee's request to remove the MassEVIP-funded charging station(s) from service, Grantee must provide MassDEP with all documentation regarding the MassEVIP-funded charging station's destruction or other method by which the station(s) was removed from service.
- c) Grantee agrees to work cooperatively with MassDEP to pursue appropriate parties to recover funds in the event that a MassEVIP-funded charging station's removal from service is due to equipment failures or deficiencies, or due to vendor or manufacturer warranty deficiencies.

12. MassDEP Contact for Notices: All written Notices required under this Agreement shall be sent to:

Sejal Shah
MassDEP
One Winter Street
Boston, MA 02108

13. Data Provision and Record Requirements

Upon request by MassDEP and in a format specified by MassDEP, Grantee shall provide the usage data, if available, for a minimum period of thirty-six (36) months following the installation of the EV charging station(s).

14. MassDEP Verification of MassEVIP Station(s)

Upon acquisition of the MassEVIP-funded charging station(s), Grantee agrees to allow MassDEP access to the MassEVIP station(s) during normal business hours so that MassDEP can verify the installation, maintenance, and use of the MassEVIP-funded charging station(s) and infrastructure.

15. Training on the Operation and Maintenance of MassEVIP Station(s)

Upon installation of the MassEVIP-funded charging station(s) the Grantee agrees to require all pertinent personnel to attend a training session conducted by the charging station vendor on the operation and maintenance of the equipment. The Grantee will facilitate these training session(s) by providing a mutually-convenient time and location for such training(s). In addition, the Grantee will provide MassDEP with fourteen (14) calendar days advance notice of the time, date and location of all training sessions so that MassDEP representatives may have the opportunity to attend any/all training sessions.

16. MassEVIP Station(s) Maintenance Requirements

Grantee shall maintain the land-based electrical infrastructure in order to provide proper electrical supply for the operation of the Level 1 and/or Level 2 charging station for the duration of the thirty-six (36) month minimum in-service period. Grantee shall maintain such infrastructure in accordance with the manufacturer's recommended procedures and specifications and agrees that it is responsible for any maintenance and repair work that is not covered under the scope of the manufacturer's warranty. If the electrical infrastructure fails such that proper electrical supply required for the operation of the MassEVIP – funded charging station(s) is not provided, the Grantee shall contact either the vendor that performed the installation of the EV charging station if such vendor also performed work on the electrical infrastructure or another vendor/electrician of the Grantee's choice. The selected vendor/electrician must repair the electrical infrastructure and electrical supply within seven (7) calendar days of the receipt of notification of the failure of the system. Grantee shall keep records of its maintenance efforts and will make those records available to MassDEP upon request.

17. MassEVIP Station(s) Parking Requirements

The Grantee receiving funding through MassEVIP for the Level 1 and/or Level 2 charging station(s) shall ensure the following requirements are met:

- a. That parking spaces allocated to the MassEVIP-funded charging station(s) are specifically dedicated for electric vehicles only and that the Grantee will actively enforce this requirement; and
- b. The MassEVIP-funded charging station(s) is clearly identified through visible signage as provided in Attachment D. Grantee is encouraged to paint the pavement of the parking area such that parking spaces may be easily identified for electric vehicles.

18. Enforceability

The Grantee agrees that, in the event that the Grantee fails to comply with any of this Agreement's Terms and Conditions, the Commonwealth of Massachusetts and MassDEP shall have the right to pursue any and/or all of the following options:

- a. Require the transfer of possession to MassDEP and/or a third party at MassDEP's request of any and all MassEVIP-funded charging station(s) supplied pursuant to the Agreement; and/or
- b. Require the Grantee to reimburse MassDEP for any transfer, supply and/or installation costs incurred by MassDEP as a result of the failure of the Grantee to comply with the Agreement; and/or
- c. Require Grantee to return a portion of the MassEVIP funding provided to the Grantee under the Agreement, with such portion to be calculated *pro rata* based on the number of months remaining of the thirty-six (36) month Minimum Time Period required operation of the charging station under Section 9 of these Terms and Conditions, determined from the date of Grantee's failure to perform under the Agreement.

The enforceability rights set forth in this paragraph shall in no way be construed to limit either the Commonwealth of Massachusetts or MassDEP from pursuing any other legal or equitable remedy available under any applicable federal or state laws.

19. Public Concerns/False Claims

As a condition of acceptance of this equipment, the Grantee agrees to report to MassDEP any public concerns regarding the MassEVIP Program, and/or any credible evidence of the submission of any false claims under federal or state law by any person or entity associated with the MassEVIP Program, including but not limited to reporting to MassDEP in writing of any installation deficiencies, failures or operations concerns associated with the equipment.

20. Indemnification

The Grantee agrees to indemnify and hold harmless the Commonwealth of Massachusetts and MassDEP, and any of the officers, officials, contractors, employees or agents of the Commonwealth or MassDEP, from any and all liability, actions or claims, whether under federal or state law, associated with the Grantee's failure to comply with the terms of the Agreement, and also agrees to provide indemnification from any costs incurred by the Grantee or its representatives in connection with the installation, use, operation and maintenance of the MassEVIP-funded charging station and power supply equipment that is the subject of the Agreement.

21. Civil or Criminal Investigations/Proceedings

By entering into the Agreement with MassDEP, the Grantee certifies that, to the best of its knowledge, it has not been and is not currently the subject of any civil or criminal investigation or proceeding relating to the possible violation of any environmental statutes, rules, regulations, ordinances or laws, by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation or proceeding by any federal, state or local prosecuting or investigative agency.

22. Severability

If any term or provision of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the

remainder of the terms and provisions of this Agreement shall not in any way be affected or impaired, and shall remain valid and enforceable to the fullest extent permitted by law.

23. Governing Law

The Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Massachusetts for all purposes, without regard to the Commonwealth's law on choice of law.

24. Execution Date

The "Execution Date" of the Agreement between MassDEP and Grantee is deemed to be the date on which the Agreement was signed by MassDEP.

Attachment B

MassEVIP: Workplace Charging Program Application

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MassEVIP Application Workplace Charging Program

Please Complete & Return to:
One Winter Street, 6th Floor, Boston, MA 02108.

APPLICANT INFORMATION: (* Indicates Required Fields, and please print clearly)

Legal Name of Employer*: Town of Brookline ✓

Division (if applicable) within Entity applying for incentive: _____

Location (if applicable) within Entity applying for incentive: _____

Principal Contact*

Last Name: Wishinsky, KIRKANE ✓

First Name: Neil ✓, Todd

Title: Chair, Board of Selectmen

Email: nwishinsky@brooklinema.gov

Phone: 617-730-2200

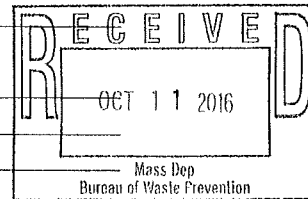
Fax: _____

Street Address: 333 Washington Street ✓

City: Brookline ✓

State: MA

Zip Code: 02445



Mailing address (enter ONLY if it is different from contact address above)

Street Address: _____

City: _____

State: _____

Zip Code: _____

Please list all Charging Station(s) your entity is going to acquire . Please attach quotes for all charging stations.

1.) Charging Station:

Make/Model:	ChargePoint / CT4021-GW1
Vendor:	Granite City Electric
Proposed location:	Brookline Town Hall 333 Washington St. Brookline
Charging Station Unit Cost:	\$5210

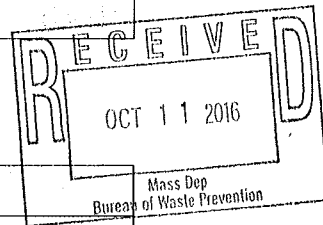
about 70 employees.

2.) Charging Station:

Make/Model:	
Vendor:	
Proposed location:	
Charging Station Unit Cost:	

3.) Charging Station:

Make/Model:	
Vendor:	
Proposed location:	
Charging Station Unit Cost:	



**If acquiring more Charging Stations please use additional page.*

Check which of the following criteria you will meet:

Required Criteria (All Four Required):

- ☒ Provide funds to match 50% of the hardware costs AND all of the installation costs;
- ☒ Install charging station(s) that can charge EVs produced by multiple manufacturers;
- ☒ Employ 15 or more persons in a non-residential place of business; and
- ☒ Demonstrate adequate power supply (or intent to upgrade power supply).

Recommended Criteria (2 required):

- ☒ Restrict designated parking spaces for plug-in electric vehicle use only;
- ☒ Locate EV parking spaces to discourage non-EV use;
- ☐ Demonstrate that employees commute to work with EVs (e.g., count the number of employees commuting with EVs and average commute trip distance);
- ☐ Use EV commute data to inform EV equipment requirements (Level 1 and 2);
- ☐ Plan to integrate renewable power supply (e.g., solar, wind);
- ☐ Make ready additional wiring infrastructure for future deployment of charging stations; or
- ☐ Provide vehicle to building (V2B) or vehicle to grid (V2G) – via implementation of bi-directional power flow from the grid (or building) to vehicle and vice-versa from the vehicle back to the grid (or building).

Print Name of Representative: Neil Wishinsky

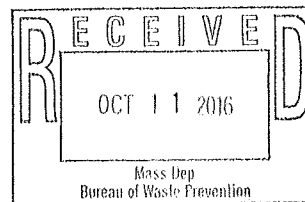
I affirm that to the best of my knowledge, the information I have provided in this application to be true and accurate.

Signature of Representative*: Neil Wishinsky

Date*: 10/11/16



This form can be returned to MassDEP via email at sejal.shah@state.ma.us or to the address below:

Ms. Sejal P. Shah
Environmental Analyst, MassEVIP
One Winter Street, 6th Floor
Boston, MA 02108



MassEVIP One Winter St, 6th Fl, Boston, MA 02108 Phone: (617) 556-1015

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Electric Vehicle Charging System Quotation					
 <p>19 Quincy Avenue Quincy, MA 02169 Direct: 608-603-2335 email: bobcook@gcecorp.com</p> <p>Premier Distributor</p>					
<p>Quote #: _____ Quote Date: _____ Quote Expires: _____ Prepared by: _____ Project Name: _____ End Customer: _____ Contractor: _____ Main Contact: _____</p>		<p>Brookline October 15, 2016 30 Days Bob Cook Town of Brookline Same Todd Kirrane</p>			
EV Charging Stations					
Line	Product Name	Product Description	Qty	Unit Price	Total Price
1	CT4021-GW1	Dual Output Gateway Option USA, Bollard Unit: 208/240v @30A with cable and Coil Management	2	\$7,210	\$14,420
2	CTSW-SAS-COMM-6	5-Year Pro-Paid Commercial Network Service Plan. Designed for employers, businesses and the government. This plan includes 24x7x365 driver support, access control, general reporting, OTA upgrades, payment processing, flexible pricing policies, reservations and more..	4	\$1,105	\$4,420
Services and Support					
3	CT4000-INSTALL-VALID	Installation after make ready, and Site Validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all ChargePoint published requirements. Priced per station.	2	\$600	\$1,200
3	CT4000-ASSURE4	4 additional prepaid years of ChargePoint Assure for the CT4000 at \$945 per year, per station. Free site validation and activation with purchase of 4 year pre-paid plan. Parts and on-site warranty to repair or replace any manufacturing defect. Includes station management.	2	\$2,580	\$5,160
4	Trade In Credit	Trade in credit against the purchase of a CT4021 station	2	-\$2,000	-\$1,000
5	Freight		2	\$175	\$350
* This is subscription service that must be renewed annually.					
				SubTotal:	\$21,560
					\$0
				TOTAL:	\$21,560
<p>Terms and Conditions:</p> <ol style="list-style-type: none"> 1. All pricing confidential between Customer and Granite City Electric 2. All prices FOB Source. 3. Prices do not include applicable sales taxes. 4. Customer to be invoiced at time of shipment. All invoices are net 30 days. Credit check required for new customers. 5. Pricing does not include installation or mounting services, which are quoted separately. 					

Attachment C

Statement of Support for the Deployment of Electric Vehicles

We Support the Deployment of Electric Vehicles

Please sign onto the statement below to express your organization's support for the deployment of electric vehicles in the northeastern United States.

The Northeast Electric Vehicle Network – a project of the states participating in the Transportation and Climate Initiative – seeks to eliminate barriers to the deployment of electric vehicles and maximize the economic and environmental benefits that will be generated by the mass-market arrival of plug-in cars and trucks.

_____ supports these important goals,
Name of Organization
and is ready to work with the Northeast Electric Vehicle Network to facilitate the deployment of electric vehicles in the northeastern United States.¹

Signature: _____ Date: _____

The Northeast Electric Vehicle Network is a project of participating Transportation and Climate Initiative (TCI) jurisdictions, including Connecticut, the District of Columbia, Delaware, Massachusetts, Maryland, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and communities in Maine.



**TRANSPORTATION &
CLIMATE INITIATIVE**
Of the Northeast and Mid-Atlantic States

To learn more about the TCI, please go to <http://www.transportationandclimate.org>

Email this statement of support to TCI facilitator Matthew Goetz at goetz@law.georgetown.edu.

¹ Support for the deployment of electric vehicles or the Northeast Electric Vehicle Network by private entities will not give, grant, bestow, or otherwise confer any special benefits from participating jurisdictions and state agencies to the private entity. Signing this statement of support also does not constitute a legally binding commitment on behalf of any private entity.

Optional: Our Organization Is Prepared to Take the Following Actions to Support the Deployment of Electric Vehicles in the Northeastern United States

Please describe any specific actions that your organization has taken in TCI states or is prepared to take below. You may attach a separate letter if you need more room. Examples include, but are not limited to, the following:

- Installing charging stations for your employees or the public;
- Working with states to better understand and overcome electric vehicle deployment obstacles;
- Providing dedicated parking for electric vehicles;
- Committing to use electric vehicles in your fleet;
- Providing additional benefits to drivers of electric vehicles;
- Promoting electric vehicles in your materials and/or at events;
- Sharing charging station location, use, or other data with the Network.





**TRANSPORTATION &
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Of the Northeast and Mid-Atlantic States

Electric Vehicle Guidance Documents For Communities in the Northeast and Mid-Atlantic

December 2012

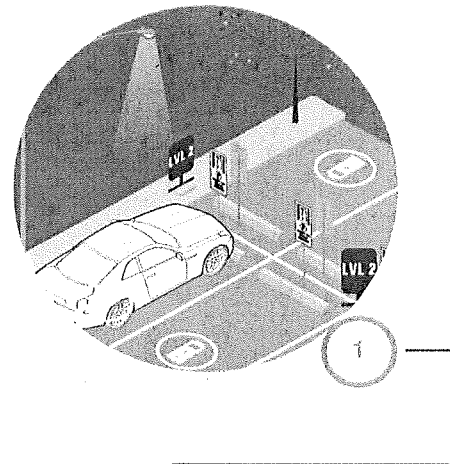
In October 2011, the Transportation and Climate Initiative (TCI), a collaboration of state transportation, energy, and environmental agencies in the Northeast, launched a Northeast Electric Vehicle Network and agreed to coordinate on electric vehicle (EV) infrastructure planning and deployment. TCI, in partnership with the New York State Energy Research and Development Authority (NYSERDA) and 16 of the region's Clean Cities Coalitions, received a nearly \$1 million Department of Energy Electric Vehicle Planning grant to support early planning activities for the Network.

Under the grant, five "EV guidance documents" are being developed to help policy makers, municipal planners, and others in making their businesses or communities EV-ready. The guidance documents are being developed by Energetics Incorporated, an engineering and management consulting firm, and WXY Architecture + Urban Design, an urban design planning firm, and are expected to be available this fall.

EV Guidance Documents: Summary

Siting and Design Guidelines for Electric Vehicle Supply Equipment. These guidelines identify key siting and design issues that are relevant to local governments, developers, homeowners, businesses, utility providers, and other organizations. The guidelines provide an overview of elements of site selection and design and installation scenarios, including considerations for commercial lots, multi-family residences, on-street charging, service station models, and fleets.

For additional guidance on siting EV charging stations, please refer to NYSERDA's "Site Design for Electric Vehicle Charging Stations," which can be downloaded at www.sustainabletransportationstrategies.com.



COMMERCIAL LOT

Assessment of Current EVSE and EV Deployment. The deployment assessment provides a region-wide look at EV and electric vehicle supply equipment (EVSE) deployment in the Northeast. The report highlights trends in EV ownership and EVSE locations, offers recommendations to maximize the impact of EVSE installations, and offers recommendations for further areas of study. The report finds that EV owners in the TCI region are typically younger, more educated, wealthier, and live in rural or suburban areas surrounding metro centers. Moreover, the assessment shows that a significant portion of the

region's EVSE is located at EV dealerships, and that new EVSE should be located as destinations that are within driving distance of EV communities.

EVSE Cluster Analysis. The Cluster Analysis proposes nine land use "clusters" that represent strong areas of current and potential EVSE deployment. The clusters were chosen based on the behavior of the typical user, the site's operations, external influences like geography and demographics, and the ability of a cluster to provide benefits to the EVSE host and wider public. The analysis also uses case studies to demonstrate how the clusters can effectively support EV use.

EV-Ready Codes for the Built Environment. This document provides an overview of building and electrical codes and their relation to EVs, highlights best practices from around the country, and makes recommendations for jurisdictions in the Northeast and Mid-Atlantic. The report draws several conclusions:

- Existing codes do not present a significant barrier to electric vehicle supply equipment (EVSE) deployment, but there is room within the codes to more clearly encourage EV-readiness.
- Codes can achieve EV-readiness and regional cohesion. For example, a coordinated effort to specify requirements for certain features in new construction and provide for new permitting or inspection protocols can help to streamline EV codes across the region.
- Adopting EV-friendly codes that encourage EVSE deployment can promote economic development in the region.
- Codes can create a high-level planning framework while retaining flexibility at the local level. For example, states can adopt code appendices containing EV-friendly provisions that can be adopted at the local level.
- Adopting EV-friendly codes should be part of a collaboration between partners to create a comprehensive EVSE deployment strategy.

Creating EV-Ready Towns and Cities: A Guide to Planning and Policy Tools. This report provides guidance to practitioners at all levels of state and local governments wishing to take action to implement EVSE deployment in their jurisdictions. It provides discussion and guidance regarding the steps to create, administer, and amend planning processes, rules, and regulations, and explores the potential for jurisdictions to encourage EV charging station installation and use. Tools to promote EV-friendly zoning regulations, parking ordinances, building codes, permitting practices, and partnership and procurement are explored, and examples of streamlined approaches are provided.

The Northeast Electric Vehicle Networks' EV Guidance Documents can be downloaded from www.northeastevs.org.

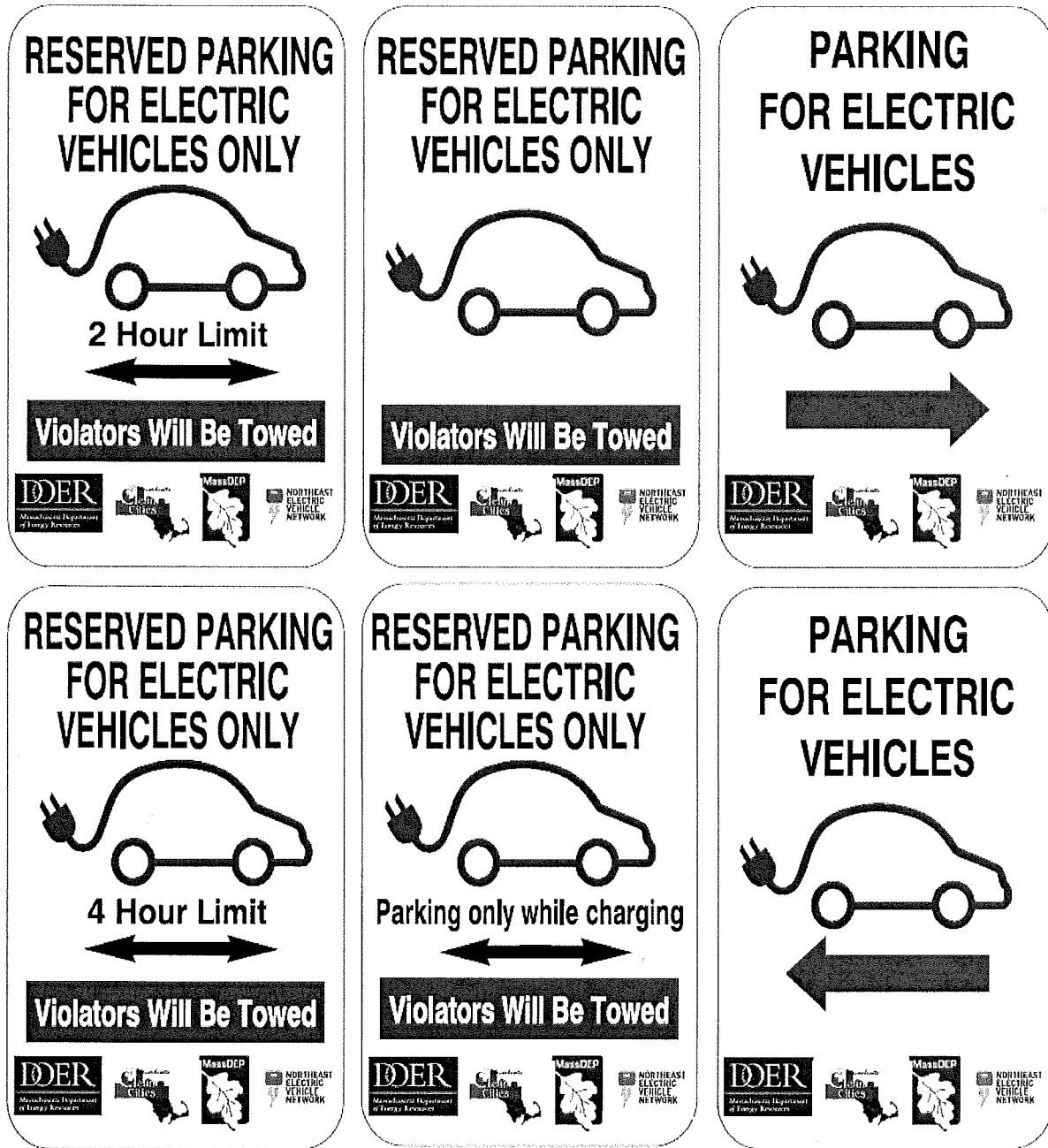
Or contact Georgetown Climate Center's EV Program Coordinator, Cassie Powers, at powers@law.georgetown.edu, or 202.661.6695.



U. S. Department of Energy

Attachment D

Parking Signage



CHARGING STATION COMPANY NAME

INVOICE #

DATE

EMPLOYER NAME

ADDRESS

RE: MASSEVIP: WORKPLACE CHARGING / INVOICE

DESCRIPTION:

PLEASE INCLUDE LOCATION OF INSTALLATION OF CHARGING STATION(S)

EQUIPMENT:

1 Level 2 Dual Bollard unit	\$5000.00
<i>MassEVIP: Workplace Charging Incentive</i>	<i>-\$2500.00</i>
2 Level 1 Units (@\$1000.00)	\$2000.00
<i>MassEVIP: Workplace Charging Incentive</i>	<i>-\$1000.00</i>
<u>1 Commercial Software 1 Yr Plan (@ \$250.00)</u>	<u>\$250.00</u>
Subtotal	\$3750.00
<u>Shipping</u>	<u>\$100.00</u>
Subtotal	\$3850.00
Labor & Materials	\$3000.00
Service Contract 1 Year	\$750.00
<u>Total Amount Due:</u>	<u>\$7600.00</u>

Warrant Article 28 – Section 5.5.7 – As Modified by Advisory Committee
Retaining the first sentence of original 5.5.7(a) as new Section 5.5.7(b) and leaving 5.5.7(c) as originally labeled

SECTION 5.5.7 FUNCTIONS, POWERS AND DUTIES OF THE COMMISSION

(a) All persons who wish to file complaints for violations of this Article 5.5 shall be strongly encouraged to refer their complaints to the Chief Diversity Officer for assistance in resolving the complaint. If for good cause shown to the CDO or to the Commission's Complaint Screening Committee, the complainant does not wish to refer the complaint to the CDO, or if the CDO requests recusal, the complaint shall then be handled according to the procedures developed under Section 3.14.3(A) and approved by the full Commission, with the approval of the BoS, after review by Town Counsel. Complaints against the Town or its employees shall follow the procedures developed for 3.14.3(A)(v) – Complaints Against the Town; complaints against other persons, groups, entities or businesses in the Town shall follow the procedures developed for 3.14.3(A)(vii) – Other Complaints.

~~(a)~~ Whenever the Commission receives a complaint that is or appears to be within the jurisdiction of the Massachusetts Commission Against Discrimination hereinafter "MCAD", the Commission shall inform the Complainant of his/her the Complainant's right to file a complaint at the MCAD. ~~At the complainant's discretion, the Commission shall either:~~

- ~~1. take the action required by the provisions of subsection (b) below; and~~
- ~~2. prepare an MCAD complaint in the form and manner prescribed by MCAD and have such complaint signed under oath by the complainant and transmit such MCAD complaint to MCAD for filing without delay.~~

~~(b) Whenever the Commission receives a complaint that is not within the jurisdiction of MCAD, or is referred to the Commission by the MCAD, or over which the Commission retains jurisdiction under Section A above, the Commission shall:~~

- ~~1. prepare a complaint in the form and manner prescribed by the Commission;~~
- ~~2. investigate such complaint. In connection with any investigation, the Commission may hold hearings, summon witnesses, compel their attendance, administer oaths, take the testimony of any person under oath, and require the production of any evidence relating to any matter in question or under investigation by the Commission. The power to summon witnesses as defined herein shall be limited to those powers and procedures set forth in G.L. Chapter 233 Section 8. At any hearing before the Commission, or any committee thereof, a witness shall have the right to be advised and represented by counsel. However, unavailability of counsel is not an adequate basis for requiring a delay of any hearing or proceeding;~~
- ~~3. attempt by mediation to resolve such complaint and recommend to all appropriate governmental agencies, federal, state or local, such action as it feels will resolve such complaint;~~
- ~~4. after completion of the investigation of any such complaint not resolved by mediation, make a written report of its findings and recommendations (including, where appropriate, the seeking of equitable relief, or fines, or money damages) to the Board of Selectmen and to any governmental agency having jurisdiction of the matter in question and, in all cases, urge and use its best efforts to bring about compliance with its recommendations.~~

~~(c) In addition to the aforementioned complaint-processing responsibilities, the Commission shall have the following additional functions, powers and duties:~~

7. - 2

1. to make studies and survey and to issue such publications and such results of investigations and research as, in its judgment, will tend to promote good will and minimize or eliminate discrimination in housing ~~against because of race, color, creed, religion, sex, handicap, children, marital status, sexual orientation, source of income including rental housing assistance, military status, age, ancestry gender identity or gender expression, and/or national origin~~**persons who are members of a Brookline Protected Class.**
2. to develop courses of instruction for presentation in public and private schools, public libraries and other suitable places, devoted to eliminating prejudice, intolerance, bigotry and discrimination in housing and showing the need for mutual respect and the achievement of harmonious relations among various groups in the Town of Brookline.
3. to render each year to the ~~Board of Selectmen,~~**BoS** a full ~~written~~ report of all the Commission's activities and recommendations regarding this ~~by-law~~**By-law**;
4. to create such subcommittees from the members of the ~~e~~Commission as, in the ~~e~~Commission's judgment, will best aid in effectuating the policy of this ~~by-law~~**By-law**;
5. to enter into cooperative working agreements with federal, state and ~~city~~**other municipal** agencies, and to enlist the cooperation of the various racial, religious and ethnic groups, civic and community organizations and other groups in order to effectuate the policy of this ~~by-law~~**By-law with respect to Brookline Protected Classes.**